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4 BILL NO. S-74-11-49

5 SPECIAL ORDINANCE NO. S- 193-74

6 AN ORDINANCE approving a contract with RIETH-
7 RILEY CONSTRUCTION CO., INC. for street
8 improvement in connection with Resolution
9 No. 5672-74

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
11 WAYNE, INDIANA:

12 SECTION 1. The contract dated October 1, 1974 between the City
13 of Fort Wayne, by and through its Mayor and the Board of Public Works and
14 RIETH-RILEY CONSTRUCTION CO., INC. for street improvements as follows:

15 Forest Avenue from the east property line of Beacon
16 Street to the west property line of Hobson Drive

17 for a total cost of 33,237.88, of which the City will pay approximately \$26,217.88
18 and the balance to be paid by the property owners, all as more particularly set
19 forth in said Contract which is on file in the Office of the Board of Public Works
20 and is by reference incorporated herein and made a part hereof, is hereby in
21 all things ratified, confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from
23 and after its passage and approval by the Mayor.

24
25 
26 Councilman

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34 APPROVED AS TO FORM
35 AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Mrs, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11-26-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrs, seconded by Hinga, and duly adopted, placed on its passage. Passed (AGT) by the following vote:

	AYES		NAYS		ABSTAINED		ABSENT	to-wit:
BURNS	<u>X</u>							
HINGA	<u>X</u>							
KRAUS	<u>X</u>							
MOSES	<u>X</u>							
MUCKOLS	<u>X</u>							
SCHMIDT, D.	<u>X</u>							
SCHMIDT, V.	<u>X</u>							
STIER	<u>X</u>							
TALARICO	<u>X</u>							

DATE: 12-10-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 1-193-74 on the 10th day of December, 1974

ATTEST: (SEAL)
Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 3:00 o'clock P M., E.S.T.

Paul A. Puff
MAYOR

Bill No. S-74-11-49

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with RLETH-RILEY CONSTRUCTION CO., INC.

for street improvement in connection with Resolution No. 5672-74

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W.C. Moses Jr.

John Nuckols

James S. Stier

William T. Hinga

Vivian G. Schmidt

DATE 12-10-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

Here for contract
Res. 5672-74

September 10, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a contract for improving of Forest Avenue from Beacon Street to Hobson Drive to Reith-Riley Construction Company in the amount of \$33,237.88.

This is a Barrett Law project on which the City shall be contributing \$12.00 per front foot.

The petitioners are anxious to get this improvement this year. The contractor would like to start construction as soon as possible. The Board, therefore, is requesting "Prior Approval" of the work.

An Ordinance will be submitted after the contract is written and approved.

Sincerely,

Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/dj

APPROVED:

MEMBERS OF THE COMMON COUNCIL

Price Agreed

61-180-7 10/31/74

and legal fees
BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification *Price Agreed*

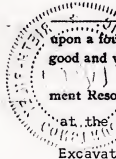
CONTRACT

This Agreement, made and entered into this 1st day of Oct., 1974

by and between ----- RIETH-RILEY CONSTRUCTION CO., INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Forest Avenue from the east property line of Beacon Street to the west property line of Hobson Drive.

by grading and paving the roadway to a width of twenty seven feet with (including curbs)
6" Plain Concrete



upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5672-1974 and at the following price per lineal foot:

at the following prices:

Excavation - Regular	Three dollars and seventy cents, per cubic yard	3.70
Street Pavement 6" Plain Concrete	Nine dollars and ninety cents, per square yard	9.90
Hot Asphaltic Base (5") #4	Twenty one dollars and eighty six cents, per ton	21.86
Hot Asphaltic Binder (3") #9	Twenty four dollars and sixty nine cents, per ton	24.69
Hot Asphaltic Top (2") A-2	Twenty seven dollars and forty five cents, per ton	27.45
Sidewalk or Wingwalk, 5"	One dollar and forty five cents, per square foot	1.45
6"x6" Integral Curb (Straight)	Three dollars and fifty cents, per lineal foot	3.50
Fine Grading	One dollar and ten cents, per square yard	1.10
Seeding (Includes Straw Mulch)	Seventy eight cents, per square yard	0.78
Stone for Hobson Drive (6" - #53)	Six dollars and twenty seven cents, per ton	6.27
New Manholes 48"	Five hundred ninety eight dollars and no cents, each	598.00
New Inlets to be constructed	Three hundred ninety five dollars and no cents, each	395.00
12" Sewer Pipe	Nine dollars and fifty cents, per lineal foot	9.50

after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Forest Avenue from the east property line of Beacon Street to the west
property line of Hobson Drive.

by grading and paving the roadway to a width of twenty seven feet with
(including curbs)

6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5672-1974 and at the following price per lineal foot:

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Hot Asphaltic Top (2") A-2	Twenty seven dollars and forty five cents, per ton	27.45
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Stone for Hobson Drive (6" - #53)	Six dollars and twenty seven cents, per ton	6.27
New Manholes 48"	Five hundred ninety eight dollars and no cents, each	598.00
New Inlets to be constructed	Three hundred ninety five dollars and no cents, each	395.00
12" Sewer Pipe	Nine dollars and fifty cents, per lineal foot	9.50
15" Sewer Pipe	Eleven dollars and eighty eight cents, per lineal foot	11.88
Backfill Gravel #53 (Trenches & Structures)	Nine dollars and thirty five cents, per cubic yard	9.35

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 3672-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 30 days after contract is approved by City Council and in all respects completed ~~on or before XXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 1st day of Oct., 1974

RIETH-RILEY CONSTRUCTION CO., INC.

BY: Charles D. Young

ITS: Area Supt.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Glen Kelly

Its Board of Public Works and Mayor.

OCT 31 1974

GUARANTY BOND

Know All Men by These Presents, That we -----

RIETH-RILEY CONSTRUCTION CO., INC.-----Contractors

as principal, and RELIANCE INSURANCE COMPANY, PHILADELPHIA, PENNSYLVANIA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY THREE THOUSAND,
TWO HUNDRED THIRTY SEVEN DOLLARS AND EIGHTY EIGHT CENTS-----

-----(\$ 33,237.88)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a
Street - 6" Plain Concrete Pavement

on Forest Avenue Street from the east property line of
Beacon Street to the west property line of Hobson Drive.

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

RIETH-RILEY CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: *[Signature]* (SEAL)

ITS: *[Signature]* (SEAL)

Approved this 31st day of October, 1974

[Signature]
Glen S. Sisk
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

as principal, and RELIANCE INSURANCE COMPANY, PHILADELPHIA, PENNSYLVANIA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY THREE THOUSAND, TWO HUNDRED THIRTY SEVEN DOLLARS AND EIGHTY EIGHT CENTS-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$33,237.88)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this----- day of-----

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

By Charles D. Young (SEAL)

ITS: Alma J. D. D. (SEAL)

----- (SEAL)

Approved this 3/rd day of October, 1974

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

September 24, 1974

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

KNOW ALL MEN BY THESE PRESENTS, that we

Rieth-Riley Construction Co., Inc., 311 West Madison Street, Goshen, Indiana as Principal, and RELIANCE INSURANCE COMPANY, a Pennsylvania corporation, as Surety, are held and firmly bound unto

City of Fort Wayne, Indiana

as Oblige, in the full and just sum of thirty three thousand two hundred thirty seven and 88/100

Dollars (\$33,237.88),

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with City of Fort Wayne, Indiana

dated October 1, 1974 for

MAINTENANCE OF MATERIALS AND WORKMANSHIP ONLY

Grading and paving of roadway, Forest Avenue, Beacon Street to Hobson Drive, Fort Wayne, Indiana

Resolution # 5672 - 1974

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of three year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on October 1, 1974

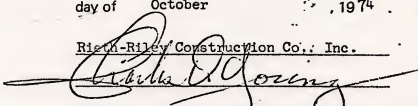
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within 3 year(s) from the date of approval of the said contract, the work done under the terms of said contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Signed and sealed this 1st

day of October, 1974

Witness:

Rieth-Riley Construction Co., Inc.



Charles O. Young, Area Superintendent

Principal

RELIANCE INSURANCE COMPANY

By: Leonard C. Baumann

Leonard C. Baumann

Attorney-in-Fact

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January, 1973

RELIANCE INSURANCE COMPANY



R. M. Link
Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 10th day of January, 1973, personally appeared

R. M. Link

; to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:



Mercile Stollberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

April 26, 1976

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 1st day of October, 1974.



E. Clyde Wilber
Assistant Secretary

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Rieth-Riley Construction Co., Inc., 311 West Madison Street, Goshen, Indiana

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne, Indiana

as Obligor, hereinafter called Owner, in the amount of thirty three thousand two hundred thirty seven and

88/100 - - - - - Dollars (\$33,237.88), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated October 1, 1974 19, entered into a contract with Owner for

Resolution # 5672 - 1974

Grading and paving of roadway, Forest Avenue from Beacon Street to Hobson Drive,
Fort Wayne, Indiana

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this

1st

day of

October

1974.

Rieth-Riley Construction Co., Inc. (Seal)

(Principal)

Charles O. Young, Area Superintendent

RELIANCE INSURANCE COMPANY

Leonard C. Baumann, Attorney-in-Fact

(Witness)

(Witness)

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be

hereto affixed, this 10th day of January 1973

RELIANCE INSURANCE COMPANY



R. Marlink
Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 10th day of January 1973, personally appeared R. Marlink.

; to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:



Mercile Stillberger

April 26, 1976

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 1st day of October 1974



E. Clyde Wilber
Assistant Secretary

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Rieth-Riley Construction Co., Inc., 311 West Madison Street, Goshen, Indiana

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne, Indiana

as Obligees, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of thirty three thousand two hundred thirty seven and 88/100 - - - - - Dollars (\$33,237.88)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 1, 1974, entered into a contract with Owner for

Resolution # 5672 - 1974
Grading and paving of roadway, Forest Avenue from Beacon Street to Hobson Drive, Fort Wayne, Indiana

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Zaumann of Goshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January 1973

RELIANCE INSURANCE COMPANY



R. Marlink
Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 10th day of January, 1973, personally appeared

R. Marlink

; to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing Instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:



Mercile Stollberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

April 26, 1976

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 1st day of October 1974



E. Clyde Wilber
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The following are being submitted for Ordinance number as they have had Prior Approval (see attached):

Resolution 5666-74	Paul Street	John Dehner, Inc.	\$25,219.25
Resolution 5674-74	Harmer St. Sdw.	A. Grosjean & Son	\$10,933.80
Resolution 5668-74	Paulding Rd. Sdw.	Robert Houser	\$75,317.20
Resolution 5664-74	Vance Ave. Sdw.	Robert Houser	\$ 2,327.05
Resolution 5665-74	Vance Ave. Sdw.	A. Grosjean & Son	\$ 8,090.00
Resolution 5648-74	Section A 1st & 5th Districts	Robert Houser	\$49,149.85
Resolution 5648-74	Section C 1st & 5th Districts	Robert Houser	\$23,741.60
Resolution 5672-74	Forest Avenue	Reith-Riley Const.	\$33,237.88

PRIOR APPROVAL LETTERS ATTACHED

EFFECT OF PASSAGE

EFFECT OF NON-PASSAGE

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

\$ 262,152.⁸⁸ Approv b City \$ 71020.00

ASSIGNED TO COMMITTEE

Public Works